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transaction to be an absolute sale, but contends that the complainant's inconsistent position negatives that conclusion and allows the defendant to contradict it, whether the acceptance of the complainant's offer by the S. Co. be treated as a receipt, *Starkweather* v. *Maginnis* 196 Ill. 274, 63 N. E. 692; *French* v. *Newberry*, 124 Mich. 147, 82 N. W. 840, or as a contract, *Condit* v. *Cowdrey*, 123 N. Y. 463, 25 N. E. 946. If there had been a reservation of dramatic rights, they would have been lost by publication, although such rights are not lost by public representation, as the common law rule applies in such cases. *Frohman* v. *Ferris*, 238 Ill. 430, 87 N. E. 327. By statute the common law rule is changed in England, but it is otherwise in this country. 5 & 6 Vict. ch. 45. The apparent injustice in computing the damages arises of necessity, for it would be impossible for the author to show any actual damage. Whatever value was added by the defendant in dramatizing the work must be disregarded, on the principle that the original and copied parts have become so mixed as not to be capable of separation. *Callaghan* v. *Myers*, 128 U. S. 617, 9 Sup. Ct. 177, 32 L. Ed. 547; *Belford* v. *Scribner*, 144 U. S. 488, 12 Sup. Ct. 734, 36 L. Ed. 514.

MASTER AND SERVANT—BLACKLISTING STATUTE—FAILURE TO GIVE SERVICE LETTER.—Plaintiff was a brakeman in defendant's employ. While with a crew on a train remote from their destination, the air brake attachment was broken. Defendants ordered the train brought in by the use of hand brakes. Plaintiff, because of the dangerous condition of the track, and fearing that it would endanger his life to enter upon the performance of such a task, refused to comply with the order, and was discharged. Plaintiff assigned insubordination as the cause of the discharge. Plaintiff requested defendant to issue a letter of service to him, stating the true cause of the discharge, as required by Acts (1907) 30th Leg. Tex., c. 67 § 1, providing that any person who has been discharged from service by any corporation, may demand a service letter stating the true cause of his discharge. In an action to recover $2,500 for refusing to comply with the terms of the statute, *Held*, that plaintiff could recover. *St. Louis & S. W. Ry. Co. of Texas* v. *Hixon*, (1910), — Tex. Civ. App. —, 126 S. W. 338.

The decision announces a new interpretation of the statute involved. *Wallace v. Georgia, C. & N. Ry. Co.*, 94 Ga. 732, and *The A. T. & S. Fe Ry. Co.* v. *Brown*, 80 Kan. 312, are cited and the doctrine of those cases repudiated. In both those cases a statute of the nature of the one here involved, was held unconstitutional. In the first case it was said that "Liberty of speech and of writing is secured by the constitution, and incident thereto is the correlative liberty of silence, not less important or less sacred. Statements or communications, oral or written, wanted for private information, cannot be coerced by mere legislative mandate at the will of one party against the will of the other." In the second case this rule was advanced, the court holding, "That the public has no interest in the matter, and in no instance can such a duty be imposed by police regulation." In the present case the statute is construed "as making it illegal for an employer to blacklist or otherwise prevent an employe from obtaining employment, except by telling the truth,"

but in no way violating any constitutional provision. The act merely requires that under certain conditions the employer speak the truth, and not by silence speak an untruth. The interpretation as construed by the court in the present case will perhaps be preferred and followed by later cases. If one employer will not employ an applicant unless he furnish a service letter, a refusal on the part of the first employer to grant such a letter is in effect a statement that the applicant should not be employed. By his silence the employer may in reality slander or ruin the employe's reputation without incurring liability. The law in question furnishes protection to the employe without imposing an unlawful requirement upon the employer.

MASTER AND SERVANT—LIABILITY OF MASTER FOR INJURIES TO SERVANT THROUGH NEGLIGENCE OF COMPANY PHYSICIAN.—The plaintiff was injured while in the employ of the defendant whose custom it was to withhold a certain sum from the wages of the employees for the purpose of keeping a physician to care for its sick and injured servants. It was alleged that through unskillful treatment of such a physician the plaintiff's arm became permanently disabled. *Held,* that the duty of the master is discharged upon the supplying of a competent physician. *Wells* v. *Ferry-Baker Lumber Co.,* (1910), — Wash. —, 107 Pac. 869.

The duty of an employer with respect to the furnishing of medical relief, depends on the nature of the arrangement. If the empoyer derives profit from the fund, greater liability devolves on him than otherwise, *Richardson* v. *Carbon Hill Coal Co.,* 6 Wash. 52, 32 Pac. 1012; *Sawdey* v. *Spokane Falls &c. R. Co.,* 30 Wash. 349, 70 Pac. 972; *Texas & P. Coal Co.* v. *Connaughten,* 20 Tex. Civ. App. 642, 50 S. W. 173, but where an employer derives no profit from the retention of the hospital fund, he is liable only for ordinary care in the selection and retention of a competent physician. *Poling* v. *San Antonio & A. P. R. Co.,* 32 Tex. Civ. App. 487, 75 S. W. 69; *Union Pac. R. Co.* v. *Artist,* 60 Fed. 365, 9 C. C. A. 14; *Pierce* v. *Union Pac. R. Co.,* 66 Fed. 44, 13 C. C. A. 323. The measure of the competency of a physician is the skill and diligence of other physicians in the same neighborhood and in the same line of practice. *Force* v. *Gregory,* 63 Conn. 167.

MORTGAGES—TAX TITLES—REVERSAL OF JUDGMENT.—The plaintiff instituted an action to foreclose a mortgage, making W., the mortgagor, and V., the holder of a tax title, defendants. Judgment was given for the plaintiff in the lower court, and V. took an appeal. No supersedeas bond having been given, the property was sold to the plaintiff under execution; subsequent to this, and while the appeal was still pending, the property was sold to pay taxes, and it was purchased by the plaintiff. The upper court decided the mortgage invalid, and the case was reversed and remanded. The lower court then gave judgment for the plaintiff on his tax title. On appeal, reversed, and *Held,* McCLAIN and EVANS, JJ., dissenting, V. was entitled to a restitution of the property and to an accounting. *National Surety Co.* v. *Walker et al.* (1910), — Ia. —, 125 N. W. 338.

V. was entitled to a restitution of the property with rents and profits, upon a reversal of the original foreclosure case, Code § 4145, *Schoonover* v.